

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

DANIEL L. SIMON,  
Plaintiff

v.

CHOICE HOTELS INTERNATIONAL, INC.,  
NEW ENGLAND RESORT MANAGEMENT,  
LLC d/b/a CLARION NANTASKET BEACH  
HOTEL, FERDINAND J. KILEY,  
Defendants

CIVIL ACTION  
NO. 04-10716 RWZ

**DEFENDANT, CHOICE HOTELS INTERNATIONAL, INC.'S ANSWER TO  
PLAINTIFF'S COMPLAINT AND ITS JURY CLAIM**

**DEFENDANT CLAIMS A TRIAL BY JURY**

Now comes the defendant, Choice Hotels International, Inc., and makes this its answer to the plaintiff's complaint.

**FIRST DEFENSE**

Choice Hotels International, Inc. responds to the specific allegations of the complaint as follows. Numbered paragraphs correspond to those of the complaint.

1. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
2. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
3. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
4. The defendant admits.

5. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
6. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
7. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
8. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
9. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
10. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
11. The defendant denies.
12. The defendant denies.
13. The defendant denies.
14. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
15. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
16. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.

17. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
18. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
19. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
20. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.
21. The defendant neither admits nor denies the allegations, as it is without information or knowledge sufficient to form a belief as to their truth.

**COUNT I**

22. The defendant adopts by reference all of its answers to the above allegations.
23. The defendant denies.
24. The defendant denies.
25. The defendant denies.
26. The defendant denies.

Wherefore, the defendant, Choice Hotels International, Inc. denies that the plaintiff is entitled to judgment, punitive damages, interest, attorneys' fees and costs.

**COUNT II**

- 27. The defendant adopts by reference all of its answers to the above allegations.
- 28. The defendant denies.
- 29. The defendant denies.
- 30. The defendant denies.
- 31. The defendant denies.
- 32. The defendant denies.

Wherefore, the defendant, Choice Hotels International, Inc. denies that the plaintiff is entitled to judgment, punitive damages, interest, attorneys' fees and costs.

**COUNT III**

33.-35. These paragraphs are not addressed to the defendant, Choice Hotels International, Inc. and no response is therefore necessary. To the extent that any may be deemed to apply, Choice Hotels International, Inc. denies them.

**SECOND DEFENSE**

The defendant says that the Court lacks subject matter jurisdiction over this action.

**THIRD DEFENSE**

Plaintiff's complaint fails to state a claim on which the requested relief may be granted.

**FOURTH DEFENSE**

Plaintiff has not exhausted his administrative remedies.

**FIFTH DEFENSE**

Plaintiff's claims are barred by the doctrines of collateral estoppel and/or res judicata.

**SIXTH DEFENSE**

The plaintiff has released the claims set out in his complaint.

**SEVENTH DEFENSE**

The plaintiff's claims are barred as a result of the plaintiff's failure to resort to and/or exhaust his administrative remedies pursuant to M.G.L. c. 151B, and/or due to the operation of the exclusurty provision of M.G.L. c. 151B and/or M.G.L. c. 152.

**EIGHTH DEFENSE**

The defendant says that this action and all other associated proceedings were not commenced within the time required by the laws providing therefor.

**NINTH DEFENSE**

The defendant, Choice Hotels International, Inc. says that the plaintiff's injuries, losses and damages, if any, were caused by organizations and individuals for whose conduct the defendant is not responsible.

**TENTH DEFENSE**

Choice Hotels International, Inc. did not own or operate the hotel at which plaintiff was at one time employed, nor has it ever employed plaintiff or any of the persons referred to in the complaint.

**ELEVENTH DEFENSE**

The defendant says that it did not employ New England Resort Management, LLC or Ferdinand J. Kiley, nor did it know of or have the opportunity to learn what they are alleged to have done.

**TWELFTH DEFENSE**

The defendant says that it acted reasonably, in good faith and that its conduct consisted of bona fide business decisions.

**THIRTEENTH DEFENSE**

The plaintiff is barred from recovery by his material and substantial breaches of agreement.

**FOURTEENTH DEFENSE**

The plaintiff has failed to take adequate steps to mitigate his alleged damages.

**FIFTEENTH DEFENSE**

Defendant did not engage in any discriminatory employment practices.

**SIXTEENTH DEFENSE**

Plaintiff lacks objective, reasonable beliefs that defendant engaged in any

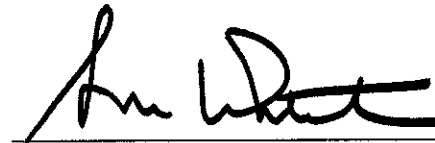
discriminatory practices.

**SEVENTEENTH DEFENSE**

Plaintiff was dismissed from his employment for legitimate, non-discriminatory, non-pretextual reasons.

**DEFENDANT CLAIMS A TRIAL BY JURY**

Attorney for the Defendant,  
Choice Hotels International, Inc.,

A handwritten signature in black ink, appearing to read "Allen Whitestone", written over a horizontal line.

Allen Whitestone, Esq.  
Latronico, Black, Cetkovic & Whitestone  
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**CERTIFICATE OF SERVICE**

I, Allen Whitestone, hereby certify that I have mailed a copy of the foregoing document(s), postage prepaid, to:

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DATED: May 19,  
2004



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